possession which supersedes the necessity for an actual entry on the lessee's part. MINOR, REAL PROP., § 360.

It is clear from the foregoing authorities that the holding of our principal case is in line with an old and fixed policy of the law. It is evident that from the time of the agreement, the lessee now has an interest equal to one in actual possession. The lessee has a right to expect an equal protection, and in granting it to him the decision of our principal case is reasonable and just.

VENDOR AND PURCHASER—POSSESSION—NOTICE.—The plaintiff took a mortgage on property which the vendor had previously contracted to sell the vendee, under the contract of sale, having already entered into possession of the property. In an action to foreclose the mortgage, the vendee in possession entered a counter-claim, alleging that his possession put the mortgagee on notice of his equitable title. *Held,* counter-claim is sustained. *Italian Savings Bank* v. *LaGrange,* 154 N. Y. Supp. 814.

Under the doctrine of equitable conversion, the vendee holding an executory contract for a purchase of land, has a right of entry and of immediate possession. The vendor is regarded as the trustee of the legal title for the vendee, and the vendee, of the unpaid purchase price for the vendor. *Moyer* v. *Hinman,* 13 N. Y. 180. Such possession is notice of all the existing rights of the occupant, to any person who may subsequently become interested in the premises. *Moyer* v. *Hinman, supra.* And possession by a purchaser of land under a contract, even when unrecorded, is sufficient. *Hamilton* v. *Fowlkes,* 16 Ark. 340; *Baynard* v. *Norris,* 5 Gill. (Md.), 468, 46 Am. Dec. 647. Notice communicated by possession is not affected by the fact that the subsequent purchaser had no actual knowledge of such possession. *Hamilton* v. *Fowlkes, supra.* Nor are the occupant's rights affected or changed by the act of second purchaser in procuring a deed thereof from the original vendor. *Brown* v. *Gaffney,* 28 Ill. 149. The notice of possession is equivalent to registration, as against creditors and subsequent purchasers. *Rankin Mfg. Co.* v. *Bishop,* 137 Ala. 271, 34 South. 991.

WITNESSES—PRIVILEGED COMMUNICATIONS—ATTORNEY AND CLIENT. — An attorney was employed by certain clients to represent them in any investigations that were being made as to election frauds. Three other individuals were indicted for participation in such frauds, and this same attorney appeared to defend them, furnishing bail for one. The grand jury demanded that the attorney disclose the name of the person who employed him to represent those indicted. *Held,* this informa- was privileged, and he could not be compelled to disclose it. *Ex parte McDonough* (Cal.), 149 Pac. 566.

It is a well settled rule of the common law that communications between attorney and client are privileged, and can not be disclosed without the consent of the client. *Alexander* v. *United States,* 138 U. S. 353; *People* v. *Dahrooge,* 173 Mich. 375, 139 N. W. 22. This doctrine is statutory in many states. See *Hardin* v. *Martin,* 150 Cal. 341, 89 Pac. 111; *Lauer* v. *Banning,* 140 Ia. 319, 118 N. W. 446. In like manner, one acting as an agent for a client in communicating with his attorney,

as an amanuensis, can not be compelled to disclose the contents of the communication. *State* v. *Loponio* (N. J. L.), 88 Atl. 1045, 49 L. R. A. (N. S.) 1017. As this rule tends to the suppression of evidence it is construed strictly, and information in regard to the affairs of the client derived by the attorney from another source is not privileged. *In re Ruos*, 159 Fed. 252. Communications received by an attorney while acting for both parties as their common adviser are not privileged. *Lenahan* v. *Casey*, 46 Mont. 367, 128 Pac. 601. In all cases, however, in order for an attorney to claim that communications are privileged, the relationship of attorney and client must be shown to exist; and to do this, it is necessary for the attorney to disclose the name of his client. *United States* v. *Lee*, 107 Fed. 702; *Satterlee* v. *Bliss*, 36 Cal. 489.

In the principal case the disclosure desired is not as to the parties whom the attorney represents, but as to the parties who employed him. The person who employs an attorney is his client, and, according to the weight of authority, the name of such person must be disclosed. *Mobile & Montgomery Ry. Co.* v. *Yeates*, 67 Ala. 164; *Gower* v. *Emery*, 18 Me. 79. See *Stanley* v. *Stanley*, 27 Wash. 570, 68 Pac. 187. *Contra, In re Shawmut Min. Co.*, 94 App. Div. 156, 87 N. Y. Supp. 1059. But an attorney can not be compelled to disclose any more than serves to fix the client's identity. *Chirac* v. *Reinicker*, 11 Wheat. 280. See WIGMORE, EVIDENCE, § 2313.

Statement of the ownership, management, circulation, etc., required by the Act of August 24, 1912, of VIRGINIA LAW REVIEW published once a month from October to May inclusively.

Editor: Julian S. Lawrence, University, Va.
Business Manager: George R. Calvert, University, Va.
Publishers: Virginia Law Review Association, University, Va.

Editorial Board: Julian S. Lawrence, President; Harrison M. Robertson, Note Editor; Allen Bridgforth, Decisions Editor; Elmore L. Andrews, Robert W. Bell, Frank Camm, Floridus S. Crosby, H. Lakin Ducker, Chas. R. Enos, Malcolm W. Gannaway, Jacob R. Harvin, Guy B. Hazelgrove, William P. Hazlegrove, Edward S. Hemphill, Samuel O. McCue, Wirt P. Marks, Jr., Theodore D. Peyser, Chas. P. Reynolds, Chas. H. Sheild, Jr., J. Sydney Smith, Jr., Roger Stanley, William A. Stuart, J. Field Wardlaw, Walter A. Williams, Jr., Walter Wyatt, Jr. George R. Calvert, Business Manager, Hugh Loftus Murrell, Ass't Business Manager.

VIRGINIA LAW REVIEW ASSOCIATION,
Per JULIAN S. LAWRENCE, *Editor.*

Sworn to and subscribed before me this 8th day of Oct., 1915.

HOWARD WINSTON,
Notary Public.

[Seal.] My commission expires Sept. 17, 1917.